



GUAM ENTERPRISE EMAIL SYSTEM

Request for Proposal

Bureau of Information Technology (BIT)

Issuance Date: August 25, 2010

RFP-OOG-023-10

Request for Proposal

© Guam Online Procurement System (GOPS)
email_rfp@guam.gov

General Information for Firms

Through this bid process the Government of Guam (GovGuam) seeks to procure hosted email services for Government of Guam agencies under the executive branch.

Public law 13-96, also known as the *Automatic Data Processing Act of 1975* was passed by the 13th Guam legislature. This law designated the Department of Administration (DOA) as the government entity responsible for administering data processing functions for GovGuam.

The DOA Data Processing Division currently houses the primary data center for GovGuam.

At the present time, GovGuam has a number of email systems that include in-house managed systems (SLMail Pro), hosted email systems (Google Apps, web hosting vendors), GovGuam-hosted and vendor-managed solutions (MS Exchange 2007), and a number of vendor hosted and vendor-managed solutions.

The Request for Proposal (RFP) document details general information about the enterprise email project. Vendors are responsible for accessing and viewing the attachments. A copy of this RFP will be available online on the BIT website at <http://bit.guam.gov>

Notice for firms downloading the RFP online.

Prospective vendors who download RFPs are required to register their intent to submit proposals via email to the email_rfp@guam.gov. Notices of intent should include company contact name, address, and point of contact information and include an email address. The government will confirm receipt of the intent to submit via email. **Proposals from companies or individuals that have not registered their intent to participate in the RFP will not be considered for award.**

Government of Guam procurement rules require that all potential vendors be notified, and acknowledge receipt of any amendments to RFPs. Amendments will be available from the contact persons identified in the RFP and will also be posted on this website.

1.1. Issuing Office

The Bureau of Information Technology (BIT) in conjunction with the Department of Administration (DOA), issues this Request for Proposal (RFP).

Proposals will be submitted to *Lourdes Perez, Director, Department of Administration* at the following address:

GovGuam Enterprise Email RFP
Department of Administration
Director's Office
Second Floor
212 Aspinall Ave
Hagatna, Guam 96932

Procurement Schedule:

<u>Event</u>	<u>Date and Time</u>
RFP Issuance	August 25, 2010 at 10:00 am
Pre-proposal Conference Call (Mandatory)	September 13, 2010 at 10:00 am
Inquiry Submission Deadline	September 20, 2010 at 5:00 pm
Inquiry Response Deadline	September 24, 2010 at 5:00 pm
Proposal Submission Deadline	October 1, 2010 at 10:00 am
Selection of Vendor	October 8, 2010 at 5:00 pm

All events will be held at the Department of Administration Data Processing Division Training Room. Business hours of the department for the purposes of the RFP are from 8:00 a.m. to 5:00 p.m. (GMT +10) Monday through Friday, except for official government of Guam holidays.

1.2. Procurement Guidelines and Conditions

1.2.1. Preparation of Proposal

Proposals must be prepared to conform by means of all instructions, conditions, and requirements included in the RFP. Firms are required to examine all documentation. Failure to observe all terms and conditions will be at the firm's risk.

1.2.2. Cost of Proposal Preparation

There is no expressed or implied obligation for the government of Guam to reimburse responding firms for any expenses incurred in preparing any proposal in response to the RFP.

1.2.3. Type of Contract

It is contemplated that a transaction fee-based contract will be awarded. In addition to the provisions of the RFP; any additional clauses or provisions required by the laws and regulations of the government of Guam that is in effect at the time of execution of the contract will be included.

1.2.4. *Revisions to the RFP*

The Department has the right to amend the RFP at any time. In the event that it is necessary to revise any part of the RFP, an amendment will be provided to all firms who are known to the Department as having received the RFP. Acknowledgement of receipt of all issued amendments shall be required from all firms.

1.2.5. *Cancellation of the RFP*

The Department may cancel the RFP, in whole or in part at any time, or reject any or all proposals submitted in response to the RFP. When such action is taken, it is determined to be fiscally advantageous to the Department, in other words, in the best interest of the Department.

1.2.6. *Pre-proposal Conference*

A pre-proposal conference for all firms interested in submitting a proposal will be held at **10:00 a.m. on September 13, 2010** at the Department of Administration in Hagatna, Guam. After this pre-proposal conference, any inquiries concerning the Request for Proposals should be submitted in writing or by email no later than **September 20, 2010 at 5:00 p.m.** Questions formally submitted to the Department will be responded to in writing and sent expeditiously to all recipients of the RFP. Any revisions to the RFP as a result of the conference shall be made exclusively through the issuance of an amendment.

All questions and correspondence after the pre-proposal conference should be directed to the department and email address: email_rfp@guam.gov

*Jim Lacson, Chief Information Officer
Bureau of Information Technology
GovGuam Email RFP
Governor Ricky Bordallo Complex
Central Files Office
Adelup, Guam*

1.2.7. *Vendor Conference Calls*

A Conference call is scheduled for September 13, 2010 at 10:00 AM is mandatory for all offerors. Prospective vendors will have the opportunity to discuss existing procurement policies and procedures with local subject matter experts. Any information which firms might obtain during the visits or conference calls will be considered official documents.

1.2.8. *Duration of Proposal Validity*

Proposals will be valid for one-hundred twenty (120) days following the closing date of the RFP. This period may be extended by written mutual agreement between the firm and the government of Guam.

1.2.9. *Disclosure of Major Shareholders*

As a condition of submitting a proposal, any partnership, sole proprietorship or corporation doing business with the department shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in the said partnership, sole proprietorship, or corporation at any time during the twelve (12) month period immediately preceding

submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship, or corporations, which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the proposal for the firm and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.

1.2.10. *Submission of Proposals*

To be considered, five (5) copies of the proposal must be received by at the place of official business by **10:00 a.m. October 1, 2010**. The proposal shall be signed by an official authorized to obligate the firm.

1.2.11. *Late Proposals*

Any proposals received after the date and time specified in section 1.2.10 will not be considered. The time of receipt of a proposal will be the date-time stamp placed by the department on the proposal wrapper or other documentary evidence attached to the proposal.

1.2.12. *Withdrawal of Proposals*

Proposals may be withdrawn by written or facsimile notice received by the department at any time prior to award. Proposals may be withdrawn in person by a firm or the firm's authorized representative, provided that the identification of the representative is verified and a receipt for the proposal is signed by the representative.

1.2.13. *Oral Presentations*

Firms may be required to participate in oral discussion of their proposal. Should the department elect to conduct such discussions for the purposes of proposal clarification, this will be accomplished by conference at a mutually agreeable time. Firms should, however, present proposals which are complete and comprehensive in all ways since the department reserves the right to award a contract without further discussions.

1.2.14. *Proposal Acceptance*

The Department reserves the right to accept or reject any or all proposals, in whole or in part received as a result of the RFP; to waive minor irregularities, in any manner necessary; which serves in the best interest of the Department.

Proposals should be submitted on the most favorable terms available to the department from a price and technical standpoint. It is understood that proposals will become part of the official file, except for those sections of the proposal that are specifically requested to be kept *confidential* to BIT.

1.2.15. *Unsuccessful Firms*

The department will notify all firms of any award issued as a result of the RFP. Unsuccessful firms will be notified in writing no later than thirty (30) days after the award of a contract to the successful firm.

1.2.16. *Department Use of Proposal Ideas*

The Department has the right to use any or all ideas and concepts presented in any proposal received in response to the RFP unless the firm presents a statement of objection in their proposal. In no event will the department be precluded from the use of ideas, which are not proprietary information of the firm, and so designated in the proposal, or which:

- A. Were known to the Department before submission of such proposal or;
- B. Properly became known to the government thereafter, through other sources or through acceptance of the firm's proposal

1.3. Contractual Conditions

1.3.1. Final Payment and Release of Claims

Final payment shall be made upon satisfactory delivery and acceptance of all products and services as herein specified and performed under the agreement. Prior to final payment; and as a condition precedent thereto, the firm shall execute and deliver to the department, a release in a form approved by the department of claims against the department arising under and by virtue of the agreement.

1.3.2. Written Notice of Claims

The firm will, within thirty (30) days, after any claim accrues arising out of, or in connection with the employment provided herein; give written notice to the department of such claim, setting forth in detail all the facts relating thereto and the basis for such claim; and that the firm will not institute any suit or action against the department in any court or tribunal in any jurisdiction based on any such claim later than one (1) year after such filing. Any action or suit on any claim shall not include any item or matter not specifically mentioned in the proof of claim above specified. It is agreed that if such action or suit is instituted, proof by the firm of his compliance with the provisions of this paragraph shall be a condition precedent to any recovery; and that this paragraph does not constitute a waiver of any applicable statutes of limitations.

1.3.3. Scope of Agreement

The agreement resulting from the RFP supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retainment of the firm by the Department and contains all of the covenants and agreements between the parties with respect to such retainment in any manner whatsoever. Each party to the agreement acknowledges that no representation, inducements, promises, or agreements; orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which, are not embodied herein, and that no other agreement, statement, or promise not contained in the agreement shall be valid or binding. Any modification of the agreement will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and the entire agreement, the signature of the Director of the Department of Administration is the only signature that will bind the Government of Guam.

1.3.4. Responsibility of the Firm

The firm shall be responsible for the professional and technical accuracy of all work and materials furnished under the contract. The firm shall, without additional cost to the department, correct or revise all errors or deficiencies in his/her work identified during the term of the agreement.

The department's review, approval, acceptance of, and payment of fees for services required under the contract, shall not be construed to operate as a waiver of any rights under the agreement or of any cause of action arising out of the firm's failure of performance, and the firm shall be and remain liable to the Department for all direct costs which may be incurred by the department as a result of the firm's negligent performance of any of the services performed under the agreement.

1.3.5. *Assignment of Agreement*

The firm may not assign the agreement, or any sum becoming due to the firm under the provisions of the agreement, without the prior written consent of the department.

1.3.6. *General Compliance with Laws*

The firm shall be required to comply with all federal and territorial laws and ordinances applicable to work.

1.3.7. *Retention and Access to Records and Other Review*

The firm, including subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period for three (3) years from the date of final payment under the contract; for inspection by the department. Each subcontract by the firm pursuant to the agreement shall include a provision containing the conditions of the section.

1.3.8. *Ownership of Documents*

All briefs, memoranda and other incidental work or materials furnished hereunder shall be and remain the property of the Department including all publication rights and copyright interests, and may be used by the department without any additional cost to the department. All documents that form part of the RFP are the property of the department and cannot be reproduced without the department's authorization.

1.3.9. *Indemnity*

The firm agrees to save and hold harmless; the department, its officers, agents, representatives, successors, and assigns other governmental agencies from any and all suits or actions of every nature and kind, which may be brought forth, or on account of; any injury, death, or damage arising or growing out of the acts or omissions of the firm, the firm's officers, agents, servants, or employees under the agreement.

1.3.10. *Change Order*

The government may at any time, by written order, make any change in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing work under the agreement, or in the time required for the work to be completed, an equitable adjustment shall be negotiated and the agreement shall be modified in writing accordingly.

1.3.11. *Severable Provisions*

If any provision of the agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions.

1.3.12. Governing Law

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of the Territory of Guam

1.3.13. Effective Date of Agreement

This agreement shall take effect upon the date it is signed by the government of Guam and the date of this agreement shall be the date upon which to governor affixes his signature.

1.3.14. Department not Liable

The Department assumes no liability for any accident or injury that may occur to the firm, his or her agents, dependents, or personal property while en route to or from this department or during any travel mandated by the terms of the agreement. The Department shall not be liable to the firm for any work performed by the firm prior to the approval of the agreement by the Director(s), and the firm hereby expressly waives and all claims for service performed in expectation of the agreement prior to its approval by the Director(s).

1.3.15. Nondiscrimination in Employment

The firm agrees: **(A)** not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; **(B)** to include a provision similar to that in *Subsection A* above in any subcontract except a subcontract for standard commercial supplies or raw materials; and **(C)** to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

1.3.16. Termination for Default

1.3.16.1. Default

If the firm refuses or fails to perform any of the provisions of any agreement resulting from the RFP with such diligence, as will ensure its completion within the time specified in the contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions or commits any other substantial breach of this contract, the Director(s) may notify the firm in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Director, such official may terminate the firm's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Director(s) may procure similar supplies or services in a manner and upon terms deemed appropriate by the Director(s). The firm shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

1.3.16.2. Firm's Duties

Notwithstanding termination of the contract and subject to any directions from the Director(s), the firm shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the firm in which the territory has an interest.

1.3.16.3. Compensation

Payment for completed supplies delivered and accepted by the department shall be at the contract price.

1.3.17. Termination for Convenience of the Department

The performance of work under this contract may be terminated by the Department in accordance with this clause in whole, or from time to time, in part; whenever the Department shall determine that such termination is in the best interest of the department. The Director(s) shall give written notice of the termination to the firm specifying the part of the contract terminated and the effective date. The Department will pay all reasonable costs associated with this contract that the firm has incurred up to the date of termination and all reasonable costs associated with the termination of the contract. However, the firm shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination

1.3.18. Delays and Extension of Time

The Department unilaterally may order the firm in writing; to suspend, delay, or interrupt all or any part of the work for such period of time as they may determine to be appropriate for the convenience of the Department.

The firm agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, for any cause whatsoever during the progress of any portion of the work specified in the agreement. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of either the firm or the subcontractor or suppliers.

The firm's access to Government of Guam personnel will be granted as needed. However, the competency/sufficiency of Department' staff will not be reason for relieving the firm of any responsibility for failing to meet required deadlines or producing non-acceptable deliverables.

1.3.19. Suspension of Work

If at any time during the term or the agreement, the Department determines that the best interests of the government would be served by temporarily suspending the development of the system, he/she shall do so by providing the firm with a written notice to that effect. The firm shall, immediately upon receipt of the notice, cease all affected operations for the period specified in such notice, said notice not to be unreasonably invoked.

The intent of this clause is to provide the government with a right to suspend development of the system in the event that a significant deficiency is discovered and to hold the progress of systems development in suspense pending a cure satisfactory to the Department of any such deficiency. All payments shall also be suspended pending the cure of such deficiency satisfactory to the Department.

1.3.20. *Disclaimer*

All statistical and fiscal information contained in the RFP, and any appendices or attachments of this contract reflect the information available to the government at the time of preparation of the above-cited documents. The government does not warrant the accuracy of any such information and shall not be liable for any errors or the results of errors, which may be discovered, at any time, to exist in those statements.

1.3.21. *Status of the Firm*

The firm and its agents and employees are independent contractors performing professional services for the Department and are not employees of the department. The firm and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of government vehicles, or any other benefits afforded to employees of the department as a result of the agreement.

1.3.22. *Payment of Taxes*

The firm shall agree that the responsibility for payment of taxes from the funds received by him under this contract shall be the firm's obligation and shall be identified under the firm's actual Federal Government Tax Identification Number(s).

1.3.23. *Compliance with Immigration Reform and Control Clause*

The firm will verify identity and work authorization of employees assigned to the project who are assigned to the project within three (3) days of hire.

1.3.24. *Omissions*

In the event that the Department or the firm discovers any material omission in the provisions of the contract that is believed to be essential to the successful performance of the contract, each may so inform the other in writing and the Department and the firm shall, therefore, promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objective of the contract.

1.3.25. *Approvals Required*

The Department has the right to review any response that is selected as the successful proposal prior to execution of the contract. Contract awards, if any, resulting from the RFP are subject to appropriate government of Guam departmental and agency approvals.

1.3.26. *Prime Firm Responsibility*

The contract that results from the RFP will specify that the prime firm is solely responsible for fulfillment of the contract with the Department.

1.3.27. *Subcontractors*

Use of subcontractors shall be clearly explained in the proposal. Subcontractors, if any, must be identified and a complete description of their role relative to the proposal must be included. The selected firm, as Prime Firm; will be responsible for contract performance whether or not subcontractors are used. The firm shall not subcontract or assign all or any part of the services to be provided under the contract to any third party without the prior written consent of the Department.

1.3.28. *Products and Services: Copyright*

The firm must warrant that all products and services delivered under the agreement will not infringe upon or violate at any time any patent, copyright, trade secret, or other proprietary right of third party. In the event of a claim by any third party against the Department, the Department shall promptly notify the firm and the firm shall defend such claim in the department's name, but at the firm's expense, and shall indemnify and hold harmless the Department against any loss, expense, or liability arising out of such claim, whether or not such claim is successful.

1.3.29. *Warranty of Removal of Conflict of Interest*

The firm must warrant that it has no interest, and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of the contract.

1.3.30. *Order of Precedence*

The RFP and the successful firm's proposal will be made part of any resultant contract and will be incorporated in the contract as if set forth verbatim. In the event of a contradiction between the provisions of the documents comprising this contract, the contradiction shall be resolved by giving precedence in the following order:

- A. Provisions of the Contract (as it may be amended);
- B. Provision of the RFP (as it may be amended);
- C. Provisions of the Proposal (as it may be clarified or amended).

1.3.31. *Liability*

The firm assumes responsibility for its personnel providing services hereunder and will make all deductions for social security and withholding taxes and for contributions to employment compensation funds and shall maintain at the firm's expense all necessary insurance for its employees including but not limited to worker's compensation and liability insurance for each employee.

1.3.32. *System Code and Documentation Ownership*

All system code and documentation required or produced, and created or customized by the firm, their employees, or subcontractors as a result of the services rendered under the agreement arising from the RFP will become property of the Department. Ownership rights will recognize and provide that all agencies of the government reserve royalty-free, non-exclusive, and irrevocable license to provide, publish or otherwise use and to authorize others to use all system code and documentation which is required or produced as a result of the agreement.

1.3.33. *Right to Publish*

Throughout the term of the agreement, the firm shall secure the department's written approval prior to the release of any information, whatsoever which pertains to work activities covered by the agreement.

1.3.34. Confidentiality

All material and information provided to the firm by the Department or acquired by the firm in performance of the contract, whether verbal, written, recorded magnetic media, or otherwise, shall be regarded as confidential information, and all necessary steps shall be taken by the firm to safeguard the confidentiality of such material or information in conformance with federal and government statutes and regulations. The firm agrees not to release any information provided without the express written consent of the Department. Such consent will be given only for purposes that will enable the firm to discharge its responsibilities hereunder. All access to tax data will be subject to disclosure authorization

1.3.35. Savings

The Department and the firm will acknowledge the possibility that substantial changes in federal regulations applicable to the contract could occur and will expressly agree to re-negotiate the contract as necessary to comply with such changes.

1.3.36. Licensure

The firm shall be fully licensed to do business in the Territory of Guam prior to the execution of the contract resulting from the RFP.

1.3.37. Approval of Firm Personnel

The firm certifies that the personnel identified in its response to the RFP are the persons actually assigned to the project. Any additions, deletions, or changes in personnel designated as key personnel in the firm's proposal must be submitted to the department, with the exception of personnel who have terminated employment. Replacements for personnel are subject to the approval by the department. The department reserves the right to request replacement of any individual working under this contract.

1.3.38. Deduction of Damages from Payments

Amounts due to the department as liquidated damages may be deducted by the department from any money payable to the firm pursuant to this contract. The department shall notify the firm in writing of any claim for liquidated damages pursuant to this provision at least thirty (30) days prior to the date the department deducts such sums from money payable to *the firm*.

1.3.39. Review and Approval of Deliverables

The review and approval of all completed work (also referred to as "deliverables") will be undertaken by the staff of the department or its designated agents. All completed work must be in conformance with the requirements set forth in this document. The department staff or its designated agents will review all work after it is completed and submitted by the firm in accordance with the following:

- A. Completed deliverables and all supporting documentation shall be submitted for review and approval.
- B. The department staff shall determine whether or not the deliverables meet the agreed specifications of the agreement; and whether or not the

deliverables meet the agreed specifications of the agreement; and whether or not all time and date requirements have been met.

- C. If the deliverables are accepted by the department, the firm will be so notified in writing through a "Notice of Acceptance" letter.
- D. If any deliverable or any portion of a deliverable is not acceptable, the department shall notify the firm in writing of their deficiency(ies).
- E. If any deliverable is determined to be unacceptable, the department may exercise its rights under the Termination for Default Provision of the agreement. If the firm is permitted to alleviate the deficiency(ies), it will have ten (10) working days from the date of receipt of written notification from the department to bring the deliverable into compliance with the requirements of the agreement.

1.3.40. Terms of Payment

Firms must propose a deliverable-based payment schedule for each fiscal year of the contract. All work proposed for that fiscal year shall be completed by September 30 of the said fiscal year. Five percent (5%) of all payments due under the negotiated payment terms will be withheld until such time as the systems have been accepted by department for that fiscal year.

1.3.41. Invoices

Invoices shall be submitted to:
The Department of Administration

Invoices shall contain the following information:

- A. Firm's name and date of invoice.
- B. Contract no. or other authorization, for the delivery of products or services.
- C. A detailed description and price of products and services actually delivered.
- D. The name, title, phone number, and complete mailing address of the official and office where payment is to be sent.
- E. Firm's Federal Tax Identification Number.

Failure to provide the above information may result in the department withholding payment.

1.4. Liquidated Damages/Performance Bond

The following provisions regarding Liquidated Damages must be included in any agreement resulting from the RFP:

1.4.1. Contract Performance Requirements

The firm will be required to incorporate all applicable project mandatory requirements of the RFP into the agreement.

1.4.2. *Liquidated Damages – Failure to Meet Performance Requirements*

When the firm is given notice of delay or nonperformance as specified in Section 1.4.17 (Termination for Default) of the agreement and fails to cure in the time specified, the firm shall be liable for damages of delay in the amount of one-fourth (1/4) of one percent (1%) of the outstanding order per calendar day from the date set for cure until either the government reasonably obtains similar supplies or services if the firm is terminated for default, or until the firm provides the supplies or services if the firm is not terminated for default. To the extent that the firm's delay or nonperformance is excused under Section 1.4.19 (Delays and Extension of Time) of the agreement, liquidated damages shall not be due to the department. The firm remains liable for damages caused other than by delay.

1.4.3. *No Performance Bond shall be Required for the Procurement*

Firms should note that a substantial payment hold back and strict liquidated damages will be utilized to hold the selected firm accountable and liable for completion of all proposed work,

Evaluation and Selection Procedures

2.1 Selection Panel

A selection panel consisting of the members from the following areas will evaluate proposals submitted:

1. Department of Administration
2. Department of Revenue & Taxation
3. Department of Public Health and Social Services
4. Department of Labor
5. Bureau of Information Technology

The selection panel may request additional technical assistance from other sources, which could assist in reviewing (not evaluating) the responses for completeness and compliance with requirements. The department Director may make changes to the selection panel.

2.2 Qualifying Proposals

The selection panel will first review each proposal for compliance with required proposal mandatory features. Each mandatory feature must be addressed in the proposal and agreed to by the firm. The mandatory features are:

- Delivery of one (1) original and five (5) copies each of the proposal;
- Proposal is signed by an authorized individual to bind firm;
- Proposal is valid for one-hundred twenty (120) days;
- The proposal is presented in the required format;
- Compliance with Major Shareholders Disclosure Affidavit;
- Contract Conditions have been agreed to;
- Compliance with Form E Declaration RE Compliance with U.S. D.O.L. Wage Determination
- Compliance of Non-Collusion Affidavit
- Compliance to Special Provisions Restriction against Sex Offenders
- Compliance to Ethical Standards Affidavit
- Compliance to No Gratuities or Kickbacks Affidavit

Failure to comply with these mandatory requirements will disqualify a firm's proposal. Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived by the selection panel whenever it is determined to be in the department's best interest.

The Government of Guam seeks a self-funded solution that is based on vendor transaction fees. Transaction fees can be a percentage of awarded amount or flat-fee based. Fees for the system will be determined during the cost negotiation phase

2.3 Evaluation

All proposals found to be in compliance with the mandatory requirements of the RFP will be subject to an evaluation based primarily on technical merits. The following criteria will be used to evaluate each proposal:

#	Evaluating Items	Points
1	Experience with maintaining enterprise-level email systems.	20
2	System Features (Section 4.2)	10
3	Storage (Section 4.3)	10
4	Backup/Archiving (Section 4.4)	10
5	Security (Section 4.5)	10
6	Technical Support	20
7	Firm Qualifications	20
	<i>Total Points</i>	100

During the evaluation process, the selection panel and the Department reserve the right, where it may serve the department's best interest, to hold discussions with firms, to request additional information, to clarify pertinent items, or to allow corrections of errors or omissions. At the discretion of the department or the selection panel, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

2.4 Final Award

It is anticipated that the selection of a firm will be completed no later than **10:00 a.m. October 18, 2010**. Following the notification of the selected firm, it is expected a purchase order will be executed by General Services Agency upon the successful negotiation of the terms of the proposal between the Bureau of Information Technology and the successful offeror.

Information Required In Proposals

3.1 Minimum Information Required

1. Information should include as a minimum; the name of the firm, the location of the firm's principal place of business, and, if different, the place of the performance of the services;
2. The firm's business age and average number of employees over a previous period of time, as deemed relevant by the Procurement Officer;
3. The abilities, qualifications, and capabilities of the firm to provide the services should be presented;
4. A listing of other services similar in scope, size, or discipline to the required services were performed or undertaken within a period of time, must indicate if service(s) was customization or package.
5. A list of current employee's and education background that will be assign to the project.
6. Provide a list of existing public sector customers, contact person names, email addresses, and phone numbers of the firms that have been provided services. This information is needed for the department to do background review.

3.2 Format of Proposals

The proposal should be presented in a clear and precise manner. The proposal should primarily address the technical aspects of the RFP. The format below will be followed:

Section 1:	Executive Summary of the Proposal
Section 2:	Company Profile and Qualifications
Section 3:	Product Features
Section 4:	Technical Support and User Training
Section 5:	Cost Schedule – See NOTE

NOTE: *Section 5 (Cost Schedule) should not be submitted, until such time as it is requested for cost negotiations.*

Project Scope and Requirements

Project Description

The Government of Guam is looking to implement an enterprise email system hosted as a service over the internet. .

Features Desired

4.1 Hosting Model

- 4.1.1** The email system will be presented as a service over the internet.
- 4.1.2** The vendor will provide all server and storage hardware and software.
- 4.1.3** Vendor must have a demonstrated capability to host enterprise level email solutions in secure data centers (see Security section below).

4.2 System Features

- 4.2.1** Must support POP, SMTP, IMAP, HTTPS protocols.
- 4.2.2** Support for industry-standard email client software.
- 4.2.3** Web access to mailboxes using internet browsers.
- 4.2.4** Compatibility with email-capable mobile devices
 - 4.2.4.1** Blackberry
 - 4.2.4.2** iPhone
 - 4.2.4.3** Android
 - 4.2.4.4** Windows-capable mobile devices
- 4.2.5** Calendaring Functionality
 - 4.2.5.1** Scheduling Availability
 - 4.2.5.2** Resource Availability
 - 4.2.5.3** Calendar Sharing
- 4.2.6** Support for multiple guam.gov sub-domains.
- 4.2.7** Online dashboard that provides government-wide email statistics.
- 4.2.8** Minimum 99.5% service up time guarantee

4.3 Storage

- 4.3.1** Minimum of 20 Gigabytes of mailbox storage per user.

4.4 Backup/Archiving

- 4.4.1** The vendor must provide include user-customizable archiving functionality.
- 4.4.2** The archive must be searchable by GovGuam system administrators to accommodate FOIA requests.
- 4.4.3** Vendor will host archived files but GovGuam system administrators must have the option to download archives for offline storage and use.

4.5 Security

- 4.5.1** Certain GovGuam agencies are subject to data security and privacy requirements and/or statutes (HIPAA, FISMA, IRS security guidelines, etc). Vendors must be familiar with applicable statutes/guidelines and must have, or are in the process of acquiring, necessary certifications and accreditation for applicable statutes/guidelines.
- 4.5.2** The system must allow GovGuam system administrators to enforce applicable agency, local and federal email policies pertaining to sensitive data.
- 4.5.3** Hosting facilities must be SAS 70 Type II certified.
- 4.5.4** The system must include virus and spam filtering with GovGuam system administrator/user override. The vendor is responsible for updating virus and spam signatures.

4.6 Data

- 4.6.1** All data/email records will remain the property of the Government of Guam and should the government opt to migrate to a new solution, tools should be available to GovGuam system administrators to extract data for migration to the new system.

Felix P. Canuchio

Governor



(Abensian Seibisition Hinirari)

Government of Guam

P.O. Box FC, Agaña, Guam 96910

Louieles M. Perez
Director, Dept. of Administration

Michael W. Cruz,

Lt. Governor

Joseph C. Manibasan
Deputy Director

GENERAL SERVICES AGENCY

FORM OF NON-COLLUSION AFFIDAVIT

AFFIDAVIT:

(Prime Proposer)

STATE OF _____)

CITY OF _____) SS.

_____, being first duly sworn

That he/she is _____

(a Partner or Officer of the Firms of, etc.) _____

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the General Services Agency or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Signature of Bidder _____

Date _____

Proposer, if an individual;
Partner, if a partnership;
Officer, if a corporation.

Subscribed and sworn before me this _____ day of _____, 2008.

Notary Public _____

**SPECIAL PROVISION
FOR
MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

All bidders are required to submit a current affidavit as required below, failure to do so will mean disqualification and rejection of the bid.

Excerpt from P.L. 18-44

Section 44. a new Section 6961.3 is added to the Government Code to read

“Section 6961.3. Disclosure of major shareholders. As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for the procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying”

EXAMPLE:

1. A bidder intends to participate in bid's schedule for October 5, 15, and 25, 1992. He has to prepare and submit a **NEW AFFIDAVIT ON OCTOBER 5** and may submit **COPIES** of affidavit on the bid for October 15 and 25.

NOTE: If the affidavit is a copy, indicate the Bid No. and where it is filed.

2. A bidder intends to participate in bid schedule for October 20 and November 5, 1992, he has to submit a **NEW NOTARIZED AFFIDAVIT for EACH BID.**

NOTE: Each affidavit is only good for the month within which it was prepared and notarized.

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
AGANA GUAM) ss:

I, the undersigned, _____, being first
(a Partner or officer of the company of, etc.)
Duly sworn, deposes and says:

1. That the persons who have held more than ten percent (10%) of the company's
shares during the past twelve months are as follows:

Name	Address	Percentage of Shares held
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total Number of Shares		_____

2. Persons who have received or are entitled to receive a commission, gratuity or
Other compensation for procuring or assisting in obtaining business related to
The bid for which this Affidavit is submitted are as follows:

Name	Address	Amount of Gratuity or Other Compensation
_____	_____	_____
_____	_____	_____
Further, affiant sayseth naught.		
Date: _____	Signature of individual if bidder is a sole proprietorship; Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.	

Subscribed and sworn to before me this _____ day of _____,
19 _____

By: _____,
Notary Public _____
In and for the Territory of Guam
My commission expires _____

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT
(Bidder)

TERRITORY OF GUAM)
)
HAGATNA, GUAM) SS.

_____, being first duly sworn, deposes and says:

That I am (the Sole Proprietor, a Partner or Officer of the Bidder)

The Offeror making the foregoing Proposal, that neither he or nor of the Bidder's officers, representatives, agents, subcontractors, or employees of the Bidder have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11, and promises that neither he nor any officer, representative, agent, subcontractor, or employee of Bidder will knowingly influence any government of Guam employee to breach any ethical standard set for in 5 GCA Chapter 5 Article 11.

Signature of individual if Bidder is a sole Proprietorship;

Partner, if the Bidder is a Partnership;

Officer, if the Bidder is a Corporation.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____

Notary Public
In and for the Territory of Guam
My Commission Expires:

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT
(Bidder)

TERRITORY OF GUAM)
HAGATNA, GUAM)
SS,

_____, being first duly sworn, deposes and says:

As the duly authorized representative of the Bidder, that neither I nor of the Bidder's officers, representatives, agents, subcontractors, or employees has or have offered, given or agreed to give any government of Guam employee or former employee, any payment, gift, kickback, gratuity or offer of employment in connection with Bidder's proposal.

Signature of individual if Bidder is a sole Proprietorship;
Partner, if the Bidder is a Partnership;
Officer, if the Bidder is a Corporation.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

Notary Public
In and for the Territory of Guam
My Commission Expires:

Felix P. Camacho

GENERAL SERVICES AGENCY

Michael W. Cruz

Governor



(Ahensian Setbision Hinirat)

Lt. Governor

Government of Guam

148 Route 1 Marine Drive Corp.

Piti, Guam 96915

Lourdes M. Perez
Director, Dept. of Administration

Joseph C. Manibusan
Deputy Director

FORM E

DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

Procurement No: _____

Name of Offeror Company: _____

_____ hereby certifies under penalty of perjury:

- (1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]

Signature Date

Felix P. Camacho

GENERAL SERVICES AGENCY

Michael W. Cruz, M.D.

Governor



(Ahensian Setbision Himirat)

Lt. Governor

Government of Guam

148 Route 1 Marine Drive Corp

Piti, Guam 96915

Lourdes M. Perez
Director, Dept. of Administration

Joseph C. Manibusan
Deputy Director

Special Provisions

BID NO.: _____

FOR: _____

**Restriction against Sex Offenders Employed by service providers to
Government of Guam from working on Government Property.**

If a contract for services is awarded to the bidder or offeror, then the service provider must warrantly that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Signature of Bidder Date

Proposer, if an individual;
Partner, if a partnership;
Officer, if a corporation.

Subscribed and sworn before me this _____ day of _____, 2010.

Notary Public